

SETTLEMENT AGREEMENT AND RELEASE

Alejandro Gonzalez-Aller ("Dr. Gonzalez-Aller") and Anthony Sena ("Dr. Sena") agree:

1. RECITALS.

A. Dr. Gonzalez-Aller claims that he received injuries as a result of his employment with Northern New Mexico College. On August 1, 2011, Dr. Gonzalez-Aller filed an Amended Complaint in the United States District Court for the District of New Mexico captioned Alejandro Gonzalez-Aller v. NNMC, No. 11-CV-105 LH/ACT, alleging violations of the Age Discrimination in Employment Act, Family and Medical Leave Act, breach of an express contract of employment, breach of implied contract of employment, breach of covenant of good faith and fair dealings, and negligent misrepresentation and adding Dr. Sena as a defendant (the "Lawsuit"). After motions practice, Dr. Gonzalez-Aller's FMLA claims against Dr. Sena, in his individual capacity, stated in Counts II and III of the Amended Complaint, are the only remaining claims.

B. Dr. Gonzalez-Aller and Dr. Sena desire to make a full and final resolution of any and all issues between them arising out of his Employment and all issues that were raised or which could have been raised by Dr. Gonzalez-Aller in the Lawsuit without any admission by the parties with respect to any such issues.

2. CONSIDERATION FOR AGREEMENT AND RELEASE. In consideration for Dr. Gonzalez-Aller's execution of this Settlement Agreement and Release ("Agreement") and dismissal of the Lawsuit with prejudice, the parties agree as follows:

A. Within twenty (20) days of the effective date of this Agreement, Dr. Gonzalez-Aller shall receive the total sum of \$50,00.00 (the "Settlement Proceeds") in full settlement of the Lawsuit, the receipt and sufficiency of which is hereby acknowledged. The Settlement Proceeds will be made by two checks, made payable to "Alejandro Gonzalez-Aller and his attorney, Michael E. Mozes."

B. Dr. Gonzalez-Aller agrees that he will be solely responsible for any and all taxes owing by reason of receipt of the Settlement Proceeds and that he shall indemnify and hold Releasees (as defined in Paragraph 5) harmless of and from any and all claims, losses, damages, suits, actions, judgments, taxes, interest, penalties, costs, loss, liability, or expense, including reasonable attorney's fees and costs, which may arise out of any claim made by the Internal Revenue Service, Medicaid or any applicable state taxing authority, or any other person, against Releasees with respect to the parties' agreement not to withhold taxes and issue a 1099 form.

C. Dr. Gonzalez-Aller hereby waives and relinquishes any and all claims which were or could have been brought against Releasees in the Lawsuit as set forth in Paragraph 7 of this Agreement.

D. Dr. Gonzalez-Aller hereby expressly agrees and covenants that he will be financially responsible for any existing or future medical lien or liens of any type relating to any medical expenses or treatment he received as a result of his Employment in exchange for the Settlement Proceeds. Dr. Gonzalez-Aller affirms that there is no Medicaid lien of any kind related to the medical expenses or treatment he received as a result of his Employment.

3. NO ADMISSION. This Agreement does not constitute and will not be construed as an admission by Releasees (as defined in Paragraph 5) of any unlawful, improper or wrongful conduct. Releasees specifically disclaim any unlawful, improper, or

wrongful conduct whatsoever with regard to Dr. Gonzalez-Aller, or anyone else, on the part of themselves or their parents, officers, directors, shareholders, employees, agents, predecessors, successors, or assigns.

Dr. Gonzalez-Aller further understands that Releasees, by agreeing to this Agreement, do not admit any liability of any kind and that liability has at all times been denied, and that the settlement evidenced by this Agreement is a compromise to avoid the expenses of litigation and to terminate all controversy and claims against Releasees of any nature, known or unknown, including further developments thereof in any way growing out of or connected with her Employment or matters relating to Dr. Gonzalez-Aller's claims for injuries.

4. **AGREEMENT NOT TO PURSUE CLAIMS IN ANY FORUM.** Dr. Gonzalez-Aller agrees that upon receipt of the consideration for this Agreement, he will not and he will not permit anyone on his behalf to file, initiate, prosecute or otherwise pursue or assist in pursuing any claim or cause of action against Releasees in any administrative, judicial or other forum in accordance with Paragraph 7 of this Agreement, except for enforcement of this Agreement and he will dismiss the Lawsuit with prejudice. 5 .

AGREEMENT AND RELEASE UNDERSTOOD. Dr. Gonzalez-Aller represents that he has thoroughly read this Agreement, has the capacity to understand and does understand all of its provisions and is voluntarily entering into this Agreement. Dr. Gonzalez-Aller represents that he has had sufficient time to consider this Agreement and has been advised to and has had an opportunity to consult an attorney of his choice prior to entering into this Agreement. Dr. Gonzalez-Aller represents that he has relied on his own attorneys' advice on the legal and income tax consequences of this Agreement. Dr. Gonzalez-Aller represents that, in executing this Agreement, he has not relied on any inducements, promises, or representations made by the Releasees or their agents or counsel, other than those set forth in this Agreement.

6. **GENERAL RELEASE.** Dr. Gonzalez-Aller, on behalf of himself, his heirs, executors, administrators, personal representatives, agents, attorneys, relatives, successors, and assigns ("Releasors") fully release, acquit, and forever discharge Dr. Sena, his heirs, executors, administrators, personal representatives, agents, attorneys, relatives, successors, and assigns, his employer, Northern New Mexico College, its affiliates, incorporated or unincorporated, past and present, and each of them, as well as its respective elected or appointed directors, regents, officials, officers, agents, employees (past, present, actual, ostensible, and borrowed), administrators, contractors, attorneys, servants, partners, partnerships or professional associations and each of them (collectively "Releasees") of and from any and all claims, actions, suits, causes of action, charges, grievances, obligations, rights, demands, debts, damages, costs, losses, liabilities or accountings of whatever nature, whether or not known, suspected or claimed, arising out of or in any way related to, and including but not limited to any and all claims which were asserted or which could possibly have been asserted against Releasees in the Lawsuit, whether known or unknown, and regardless of the legal theory upon which such claim could have been based regarding his Employment and Dr. Gonzalez-Aller's claimed injuries.

This Release constitutes a release by Releasors of any and all claims or causes of action of any nature or description which Releasors may have arising out of his Employment. The Releasors expressly agree that they will not hereafter institute, commence, prosecute or otherwise pursue any proceeding, action, complaint, claim, charge or grievance against any of the other Releasees, in any administrative, judicial or other forum whatsoever, with respect to any of the events that occurred or allegedly may have occurred in connection with or arising out of his Employment.

As a further consideration and inducement for this compromise settlement, Releasors agree to indemnify, defend, and to hold Releasees harmless from any and all past, present and future claims, demands, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by Releasors or any other person or entity, claiming damages, reimbursement, subrogation, indemnity, or contribution which might be filed or claimed as a result of, or in any way arising out of the aforesaid alleged injuries or damages, in any way arising directly or indirectly from her Employment. Releasors shall indemnify Releasees for any and all judgments, awards, settlements, costs, attorney's fees, or expenses, of whatever nature incurred if the actions described above are not successfully defended by Releasors and counsel of their choosing. It is the intent of Dr. Gonzalez-Aller to completely and fully terminate any exposure or liability on the part of Releasees.

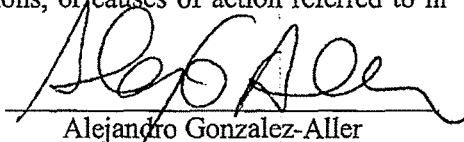
7. **INTEGRATION.** This Agreement contains the entire agreement between the parties, their agents and representatives. All of the terms of this Agreement are contractual and are not mere recitals.

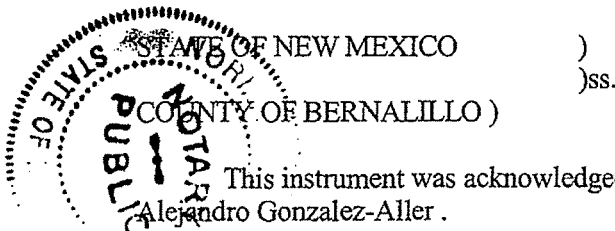
8. **SAVINGS.** If any provision of this Agreement is deemed to be void or unenforceable, the parties agree that the remaining provisions of this Agreement shall be valid and enforceable.

9. **BINDING EFFECT.** This Agreement is binding on, and the benefits inure to, the parties hereto and their successors and assigns. This Agreement is specifically enforceable and is governed by the laws of the state of New Mexico. It may be modified only in writing signed by all of the parties.

10. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** Dr. Gonzalez-Aller represents and warrants that she has the capacity and sole right and exclusive authority to execute this Agreement on her behalf, and to receive the sums specified in it, and that Dr. Gonzalez-Aller has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to in this Agreement.

Dated: 7-1-2013


Alejandro Gonzalez-Aller



This instrument was acknowledged before me on this 1st day of July, 2013, by
Alejandro Gonzalez-Aller.


Notary Public

My Commission Expires:

2.25.2016